

# Exhibit 1

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ALABAMA

**Did you or your business provide healthcare services, equipment, or supplies to Blue Plan patients anytime from July 24, 2008, to October 4, 2024?**

**A \$2.8 billion Settlement could affect your rights.**

- A settlement has been reached with the Blue Cross Blue Shield Association (“BCBSA”) and Settling Individual Blue Plans. BCBSA and Settling Individual Blue Plans are called “Settling Defendants.”<sup>1</sup> The providers claimed that the Settling Defendants violated antitrust laws by illegally dividing the United States into “Service Areas” and agreed not to compete in those areas. They also claim that the Settling Defendants fixed prices for services provided. Settling Defendants deny all allegations of wrongdoing.
- The Court has not decided who is right or wrong. Instead, Plaintiffs and Settling Defendants have agreed to a Settlement to avoid the risk and cost of further litigation.
- If approved by the Court, the Settlement will establish a **\$2.8 billion Settlement Fund**. Settling Defendants will also agree to make changes in the way they do business that will address the challenged practices and increase the opportunities for competition in the marketplace.
- Your legal rights are affected whether you act or do not act. Please read this Notice carefully.

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<sup>1</sup> All capitalized terms used in this Notice shall have the same meaning as provided for in the Settlement Agreement, unless stated otherwise.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		
File a Claim	<ul style="list-style-type: none"> <li>• File a claim for payment online or by mail.</li> <li>• Be bound by the Settlement.</li> <li>• Give up your right to sue or continue to sue Settling Defendants for the claims at issue in this case.</li> <li>• Keep your right to the injunctive relief described in Section [7] below.</li> </ul>	Submitted online or postmarked by <b>Month x, 202x</b>
Ask to be Excluded (“Opt Out”)	<ul style="list-style-type: none"> <li>• Remove yourself from the Settlement Class.</li> <li>• Receive no payment.</li> <li>• Keep your right to sue or continue to sue Settling Defendants for the claims at issue in this case.</li> <li>• Give up your right to the injunctive relief described in Section [7] below.</li> </ul>	Postmarked or received by <b>Month x, 202x</b>
Object	<ul style="list-style-type: none"> <li>• Write to the Court about why you do not like the Settlement.</li> </ul>	Postmarked or received by <b>Month x, 202x</b>
Attend the Hearing	<ul style="list-style-type: none"> <li>• Ask to speak to the Court about the fairness of the Settlement.</li> </ul>	<b>Month x, 202x at x:xx, xx</b>
Do Nothing	<ul style="list-style-type: none"> <li>• Receive no payment.</li> <li>• Be bound by the Settlement.</li> <li>• Give up your right to sue or continue to sue Settling Defendants for the claims at issue in this case.</li> <li>• Keep your right to the injunctive relief described in Section [7] below.</li> </ul>	

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice. The deadlines may be changed, so please check the Settlement Website, **[settlement website]**, for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. No payments will be made unless and until the Court approves the Settlement and any appeals are resolved. Please be patient.

**Questions? Visit [settlement website] or call toll-free at [settlement phone no.]**

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**Questions? Visit [settlement website] or call toll-free at [settlement phone no.]**

## BASIC INFORMATION

### 1. Why was this Notice issued?

The Court authorized this Notice because you have a right to know about the proposed Settlement of certain claims against Settling Defendants in this class action lawsuit and about your options before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, you will be bound by the judgment and terms of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights and options, and the deadlines for you to exercise your rights.

### 2. What is this lawsuit about?

This class action is called *In re: Blue Cross Blue Shield Antitrust Litigation*, MDL 2406, N.D. Ala., Master File No. 2:13-cv-20000-RDP, and is pending in the United States District Court for the Northern District of Alabama, Southern Division. U.S. District Judge R. David Proctor is overseeing this class action.

Plaintiffs allege that Settling Defendants violated antitrust laws by illegally dividing the United States into “Service Areas” and agreeing not to compete in those areas. They also claim that the Settling Defendants fixed prices for services provided. The Court has not decided who is right or wrong. Instead, Plaintiffs and Settling Defendants have agreed to a Settlement to avoid the risk and cost of further litigation. Settling Defendants deny all allegations of wrongdoing.

### 3. What is a class action, and who is involved?

In a class action lawsuit, one or more people or businesses called class representatives sue on behalf of others who have similar claims. All the people or businesses who have similar claims together are a “class” or “class members” if the class is certified by the Court. Individual class members do not have to file a lawsuit to participate in the class action settlement or be bound by the judgment in the class action. One court resolves the issues for everyone in the class, except for those who exclude themselves from the class.

### 4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Settling Defendants. Instead, both sides have agreed to the Settlement. Both sides want to avoid the risk and cost of further litigation. The Plaintiffs and their attorneys think the Settlement is best for the Settlement Class.

**Questions? Visit [settlement website] or call toll-free at [settlement phone no.]**

## WHO IS IN THE SETTLEMENT CLASS?

### 5. Am I part of the Settlement Class?

The Settlement Class includes all Providers in the U.S. (other than Excluded Providers, who are not part of the Settlement Class) who currently provide or provided healthcare services, equipment or supplies to any patient who was insured by, or was a Member of or a beneficiary of, any plan administered by any Settling Individual Blue Plan during from July 24, 2008 to October 4, 2024 (“Settlement Class Period”).

- “Provider” means any person or entity that provides healthcare services in the U.S., including but not limited to a physician, group practice, or facility.
- “Excluded Providers” are (i) Providers owned or employed by any of the Settling Defendants; (ii) Providers owned or employed exclusively by Government Entities or Providers that exclusively provided services, equipment or supplies to members of or participants in Medicare, Medicaid or the Federal Employee Health Benefits Programs; (iii) Providers that have otherwise fully released their Released Claims against the Releasees prior to the Execution Date, including but not limited to Providers that were members of any of the settlement classes in *Love v. Blue Cross and Blue Shield Association*, No. 1:03-cv-21296-FAM (S.D. Fla.); or (iv) Providers that exclusively provide or provided (a) prescription drugs; (b) durable medical equipment; (c) medical devices; (d) supplies or services provided in an independent clinical laboratory; or (e) services, equipment or supplies covered by standalone dental or vision insurance. Any Provider that falls within the exclusion(s) set forth in clauses (i), (ii) or (iv) of this paragraph for only a portion of the Settlement Class Period is a Settlement Class Member that may recover in the Settlement.

Any Provider who was a member of any of the settlement classes in *Love v. Blue Cross and Blue Shield Association*, and who did not opt out, will be considered an Excluded Provider. Such Excluded Providers include medical doctors who were licensed to practice prior to March 12, 2008.

For the avoidance of doubt, dental or vision providers who exclusively provided services, equipment or supplies covered by standalone dental or vision insurance are not Settlement Class Members.

### 6. I am still not sure if I am included.

If you are still not sure if you are included in the Settlement Class, please review the detailed information contained in the Settlement Agreement, available for download at [\[Settlement Website\]](#). You may also contact the Settlement Notice Administrator at [\[CA Email Address\]](#) or call toll-free at [\[Settlement Phone Number\]](#).

**Questions? Visit [\[settlement website\]](#) or call toll-free at [\[settlement phone no.\]](#)**

## SETTLEMENT BENEFITS

### 7. What does the Settlement provide?

The Settlement pays Class Members who submit a valid claim by **Month, x, 202x**. Settling Defendants also agreed to make changes in the way they do business to, among other things, increase the opportunities for competition in the market for the purchase of goods and services from healthcare providers, transform the BlueCard program, and improve Providers' interactions with the Settling Individual Blue Plans ("injunctive relief") for the benefit of Class Members who do not opt out of the Settlement.

If the Court approves the Settlement, a \$2.8 billion Settlement Fund will be established. The money remaining in the Settlement Fund, after paying the Attorneys' Fee and Expense Awards (which shall include (a) attorneys' fees not to exceed 25% of the Settlement Fund and (b) expenses, costs and, if permitted, Service Awards, totaling approximately \$100 million), and Notice and Settlement Administration costs of approximately \$100 million, is called the "Net Settlement Fund." The Net Settlement Fund will be distributed to Settlement Class Members. This Net Settlement Fund will be split as described below:

- 92% of the Net Settlement Fund will be allocated to the Health Care Facilities as a "Hospital/Facility Net Settlement Fund." The Hospital/Facility Net Settlement Fund will be distributed to Health Care Systems that submit claims on behalf of their Health Care Facilities and individual Health Care Facilities that are Authorized Claimants (i.e., Class Members who submit a valid approved claim).
- The remaining 8% of the Net Settlement Fund will be allocated to a "Professionals Net Settlement Fund." The Professionals Net Settlement Fund will be distributed to Medical Groups and Medical Organizations that submit claims on behalf of their Medical Professionals, as well as individual Medical Professionals that are Authorized Claimants.
- The Hospital/Facility Net Settlement Fund and Professionals Net Settlement Fund are separate funds. If the claims submission rate is lower in one fund than the other, the payments to the Authorized Claimants will be proportionately increased in that fund only, without affecting the other fund's payments.

#### **Injunctive Relief:**

Providers who do not opt out of the Settlement will receive relief that improves the BlueCard Program, including:

- **BlueCard Transformation.** Transformation of the BlueCard Program through the development and implementation of a system-wide, cloud-based architecture that will increase access to critical information and allow

**Questions? Visit [settlement website] or call toll-free at [settlement phone no.]**

Settlement Class Members to receive up-to-date, accurate information as if they were a contracted provider of the Control/Home Plan, directly from their Local/Host Plan. This creation of a system-wide information platform and enhanced information sharing will facilitate Settlement Class Members' access to Member benefits and eligibility verification, pre-authorization requirements, and claims status tracking;

- **BlueCard Prompt Pay Commitment.** To address the gap in application of state prompt pay laws to BlueCard claims, a timeliness commitment for payment of fully insured Clean BlueCard Claims, with a requirement that the Settling Individual Blue Plans pay interest when payment is made later than the Prompt Pay Period, as well as timely notice of defective claims and explanation for denied claims;
- **Service Level Agreements.** Implementation of Service Level Agreements, which commit the Settling Individual Blue Plans to respond promptly to certain electronic BlueCard inquiries or pay financial penalties;
- **BlueCard Executive.** Appointment of a BlueCard Executive at each Settling Individual Blue Plan, who will be accountable to Settlement Class Members for BlueCard claims payment issues;
- **Real-Time Messaging System.** Implementation of a real-time Blues internal messaging system to reduce the time it takes for the Settling Individual Blue Plans to respond to Providers' issues and disputes and enable Settling Individual Blue Plans to address Settlement Class Members' issues in near-real time;
- **National Executive Resolution Group.** Creation of a National Executive Resolution Group, which will work with BCBSA to identify trends and opportunities for further improvement of the BlueCard Program over time.

The Settlement Agreement will also result in changes to rules governing contracts between Providers and the Settling Individual Blue Plans:

- **Modifying the Contiguous Area Rule.** Currently, Providers can contract with a Blue Plan in a Contiguous Area only for Members who live or work in the contracting Plan's Service Area. The Settlement Agreement removes that requirement, so that a Provider can contract for all of the contracting Plan's state-level Members.
- **Expanding Contiguous Area Contracts to Affiliated Hospitals.** For the first time, the Settlement Agreement permits Settling Individual Blue Plans to enter into Contiguous Area Contracts that cover not just hospitals in

**Questions? Visit [settlement website] or call toll-free at [settlement phone no.]**



Contiguous Counties, but also certain of their affiliated hospitals and their exclusive hospitalists/professionals.

- **Affiliates and All Products Clauses.** The Settlement Agreement places limits on the use of contract provisions that require Providers who contract with Settling Individual Blue Plans to participate in the networks of other plans' non-Blue affiliates.

The Settlement Agreement will also improve Providers' interactions with the Settling Individual Blue Plans by ensuring major upgrades to the Settling Defendants' technical capabilities and securing commitments from the Settling Defendants to make more information available to Providers, including:

- **Third-Party Information.** The Settling Individual Blue Plans will identify third parties involved in determining eligibility for benefits, so Settlement Class Members can better understand and predict eligibility decisions.
- **Minimum Data Requirements.** The Settling Defendants will define minimum data requirements for certain eligibility and benefits inquiries, to promote consistency among Settling Individual Blue Plans and give certainty to Settlement Class Members that they are submitting the necessary information.
- **Blue Plan Common Appeals Form.** Settlement Class Members can use a newly developed appeals form common to all Settling Individual Blue Plans, so they do not bear the administrative expense of complying with different appeal requirements for every Settling Individual Blue Plan to initiate an appeal.
- **Pre-Authorization Standards.** The Settling Defendants will promulgate guidelines to improve the prior authorization process.
- **Telehealth Relief.** The Settling Defendants will streamline claims processing for certain Providers of telehealth services to Blue Plan Members.

The Settlement Agreement will also expand Providers' opportunity to enter into value-based contracts with Settling Individual Blue Plans:

- **Minimum Level of Value-Based Care.** The Settling Defendants will create value-based care offerings, so Providers can choose between a traditional fee-for-service model and a value-based care model for payment.
- **Best Practices for Value-Based Care.** The Settling Defendants will promulgate standards for value-based contracts in order to facilitate the delivery of value-based care.

**Questions? Visit [settlement website] or call toll-free at [settlement phone no.]**

As part of the Injunctive Relief (the changes in the way the Settling Defendants do business), a Monitoring Committee will be established to oversee monitoring, compliance and reporting for five years. This includes resolving any eligible disputes resulting from the implementation of the Injunctive Relief.

#### **8. How much can the Class get from the Settlement?**

Authorized Claimants will receive a payment from the Net Settlement Fund, if the Settlement is approved.

#### **Distribution of the Net Settlement Fund**

Authorized Claimants qualify for a payment based in part on the total amount of estimated Allowed Amounts determined by the Settling Defendants during the Settlement Class Period. Health Care Systems and Health Care Facilities can claim payments from the Hospital/Facility Net Settlement Fund, while Medical Groups, Medical Organizations and Medical Professionals can claim from the Professional Net Settlement Fund (see more information below).

#### **9. How are Health Care Facilities' payment amounts calculated?**

Individual Health Care Facilities and Health Care Systems that submit Claim Forms on behalf of their Health Care Facilities can receive a portion of the Hospital/Facility Net Settlement Fund. Payments will be based on the Allowed Amounts determined by Settling Blue Plans for services provided from July 24, 2008, to October 4, 2024.

#### **Payment Methods:**

<b>Method</b>	<b>Eligibility</b>	<b>Data Used</b>	<b>Calculation</b>
<b>Default Method</b>	Claimants for which Plaintiffs' experts have data from 2008-2014	Experts use data for 2008-2014	Extrapolate Allowed Amounts for 2015-2024 using growth in national hospital expenditures.
<b>Alternative Method</b>	All Claimants	Claimant submits their own data for 2008-2014 and/or 2015-2024	Allowed Amounts calculated based on Claimant-submitted data.

#### **Important Notes:**

- Due to a lack of necessary data, the Default Method is not available for Health Care Facilities located in Arizona, Iowa, Louisiana, Maryland, New Jersey, South Dakota, CareFirst's service area in Virginia, the District of Columbia

**Questions? Visit [settlement website] or call toll-free at [settlement phone no.]**

and Puerto Rico, as well as Health Care Facilities that were not open prior to January 1, 2015.

- For Claimants who submit Allowed Amounts for some but not all years, the Consumer Price Index for hospital and related services will be used to backcast the Allowed Amounts for prior years, forecast the Allowed Amounts for later years and interpolate, assuming linear growth, the Allowed Amounts for years in between years with Allowed Amounts.

#### **NPI/TIN Identification Process:**

Authorized Claimants must:

- Identify each National Provider Identifier (NPI) or Taxpayer Identification Number (TIN).
- Specify the time period for which it is submitting a claim for each NPI or TIN.
- Allowed Amounts will be calculated separately for each NPI or TIN.

#### **Allowed Amounts Review Process:**

Authorized Claimants can review their Allowed Amounts before the distribution of the Net Settlement Fund. If corrections are needed, Authorized Claimants must submit supporting materials for review. The Settlement Claims Administrator will adjust the Allowed Amounts if necessary.

#### **Regression Model Summary:**

<b>Factor</b>	<b>Explanation</b>
<b>Blue Plans' Market Share</b>	The Blue Plans' share in the Authorized Claimant's Core-Based Statistical Area (CBSA) or county.
<b>Year</b>	The specific year being evaluated.
<b>Harm Coefficient</b>	Estimated using the model to calculate the relative effect of Defendants' actions on different Health Care Facilities.

#### **Payment Formula:**

Each Health Care Facility's Allowed Amounts will be multiplied by the applicable harm coefficient to determine that Health Care Facility's Adjusted Allowed Amounts. The Health Care Facility's Adjusted Allowed Amounts will be used to calculate the Health Care Facility's payment as follows:

**Questions? Visit [settlement website] or call toll-free at [settlement phone no.]**

<b>Hospital/Facility Claim Payment Formula</b>
$\frac{\text{NPI or TIN Adjusted Allowed Amounts} \div \text{Total Adjusted Allowed Amounts for All Health Care Facilities That Filed Claims} \times \text{Hospital/Facility Net Settlement Fund}}$

**Steps to Claim Payment:**

1. Submit Claim Forms.
2. Choose Payment Method: Default or Alternative.
3. Review and Calculation: For the Default Method, Claimants review Allowed Amounts for each NPI/TIN and request corrections if necessary.
4. Apply Payment Formula.

**10. How are Medical Professionals' payment amounts calculated?**

Individual Medical Professionals and Medical Groups/Organizations submitting Claim Forms on behalf of their Medical Professionals are entitled to receive a portion of the Medical Professionals' Settlement Fund. The settlement payment for each Medical Professional will be based on the assignment of points based on the range of Allowed Amounts determined by Settling Blue Plans for services provided to Blue Plan Members between July 24, 2008, and October 4, 2024, multiplied by a factor based on the harm coefficient calculated by Provider Plaintiffs' experts for the geographic area in which the Medical Professional is located, resulting in "Adjusted Points," as follows:

Medical Professionals will receive the number of points corresponding to the Allowed Amounts for their NPI or TIN shown in the table below:

<b>Allowed Amounts</b>	<b>Points</b>
<b>Less than \$250,000</b>	1
<b>\$250,000 - \$500,000</b>	2
<b>\$500,000 - \$750,000</b>	3
<b>\$750,000 - \$1,000,000</b>	4
<b>\$1,000,000 or more</b>	5

On the Claim Form, Claimants will indicate the range that contains their Allowed Amounts.

Each Medical Professional NPI or TIN for which a Claimant submits a claim will be assigned a number of "Adjusted Points" equal to the points that correspond to that NPI or TIN's range

**Questions? Visit [settlement website] or call toll-free at [settlement phone no.]**

of Allowed Amounts, multiplied by the multiplier that corresponds to the harm coefficient for the geographic area in which the NPI or TIN is located, as shown in the table below:

Harm Coefficients for Geographic Areas	Points Multiplier
Less than 2	1
2 to 3	2.5
3 to 4	3.5
4 to 5	4.5
5 or higher	5.3

**Payment Formula:**

Medical Professionals' Payment Formula
$\frac{\text{NPI or TIN Adjusted Points}}{\text{Total Adjusted Points for All Medical Professionals Who Filed Claims} \times \text{Professional Net Settlement Fund}}$

**Payment Resolution Process**

- No distributions will be made until all claims, determinations, and disputes that could impact Claim Payments are resolved.

**11. How do I get a Payment?**

To make a claim and receive a payment, you must file a claim form online, or by mail and postmarked, by **Month x, 202x**. Claims may be submitted online at **[Settlement Website]**, or by mail to:

**[SETTLEMENT NAME]**  
**[SETTLEMENT CLAIMS ADMINISTRATOR]**  
**[ADDRESS]**  
**[ADDRESS]**

Submitting a claim online is highly recommended.

If you submit a claim on behalf of a Health Care System or Health Care Facility and select the Alternative Option, you must include estimated Allowed Amounts on your Claim Form. Otherwise, the Default Option will be used unless it is unavailable due to lack of available data concerning your Allowed Amounts. Instructions for submitting your claim, and details concerning the Default Option and Alternative Option are on the applicable Claim Form and on the Settlement Website. When required, sufficient documentation should include a signed attestation when other documentation is no longer available.

**Questions? Visit [settlement website] or call toll-free at [settlement phone no.]**

If the Settlement Notice Administrator determines you are eligible for a settlement award, you may choose to receive your payment as a check, by electronic transfer (ACH or wire), or by digital payment (virtual Mastercard, PayPal, or Venmo). Claimants with awards greater than \$10,000 must choose check, ACH, or wire, and cannot select PayPal, Venmo, or Virtual Mastercard. The Settlement Notice Administrator will issue your entire payment using the single payment method you select, and you may not split your award across multiple payment types. The costs associated with these payment methods, which will be charged against your settlement award based on your selection, are set forth below:

	<b>PAYMENT METHOD</b>	<b>AMOUNT OF AWARD</b>	<b>CHARGE</b>
A.	Check	<\$100,000.00	up to \$25.00
		>\$100,000.00	up to \$100.00
B.	Wire	>\$250,000.00	up to \$100.00
C.	ACH	Any	None
D.	PayPal	<\$10,000.00	None
E.	Venmo	<\$10,000.00	None
F.	Virtual Mastercard	<\$10,000.00	None

If you elect to receive an electronic or digital payment and the information you enter is incorrect or incomplete, the Settlement Administrator will convert your award to a check payment. Be sure to double check that the payment information you provide is correct and up-to-date and that the payment details are associated with the correct account. For more information about the available payment methods, available at [\[link to Payment Process Guide\]](#).

## **12. What am I giving up by staying in the Settlement Class?**

Unless you exclude yourself, you remain in the Settlement Class. This means that you cannot sue, continue to sue, or be part of any other lawsuit against Settling Defendants that makes claims based on the facts and legal theories involved in this case or any of the business practices the Settling Defendants adopt pursuant to the Settlement Agreement. It also means that all of the Court's orders in this class action will apply to you and legally bind you.

The Released Claims are detailed in the Settlement Agreement, available at [\[Settlement Website\]](#).

**Questions? Visit [\[settlement website\]](#) or call toll-free at [\[settlement phone no.\]](#)**

**13. What happens if I do nothing at all?**

If you do nothing, you will remain a member of the Settlement Class and be bound by the Settlement. However, if you had been entitled to share in the Settlement proceeds, you will not get a payment.

**EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS**

**14. How do I exclude myself from the Settlement Class?**

If you are a member of the Settlement Class, or an authorized representative of a Health Care System, Health Care Facility, Medical Group, or Medical Organization that is a member of the Settlement Class, and:

- You do not want the monetary and other benefits provided by the Settlement,
- You do not want to be legally bound by the terms of the Settlement,
- Or you wish to pursue your own separate lawsuit against the Settling Defendants,

You must exclude yourself, or the Class Member you represent, from the Settlement Class.

**Steps for Exclusion**

The Exclusion Request must include the following:

1. Your Information:
  - Your name, or the name of the Class Member you represent.
  - Your address, telephone number and email address and, if different, the contact information of the Class Member.
  - If the Class Member has assigned, transferred or otherwise given a financial interest in its claims against the Settling Defendants to a third party (in whole or in part), the name, address and telephone number of the third party.
2. Additional Information:
  - For Medical Groups, Organizations, or Professionals: Provide your National Provider Identifier (NPI), Tax Identification Number (TIN), and the last four digits of your Social Security Number, if applicable.
  - For Health Care Systems or Facilities: Provide your NPI, and TIN, if applicable.

**Questions? Visit [settlement website] or call toll-free at [settlement phone no.]**

3. Exclusion Statement:

- A statement indicating that you, or the Class Member you represent, wish to be excluded from the Settlement Class in *In re: Blue Cross Blue Shield Antitrust Litigation*.

4. Signature:

- Your personal, physical signature is required. Electronic signatures (including DocuSign or PDF signatures) will not be accepted.
- Requests signed solely by your lawyer, unless employed by the Health Care System, Facility, Medical Group, or Organization, are not valid.

**Important Notes:**

- A Health Care System, Medical Group, or Medical Organization cannot submit a single Exclusion Request on behalf of all its Providers. Each Class Member must submit his, her, or its own Exclusion Request, and it must be signed by the Class Member or their authorized representative.
- Deadline: Your Exclusion Request must be mailed, and postmarked or received by **Month x, 202x**, to the following address:

SETTLEMENT NAME]  
[SETTLEMENT NOTICE ADMINISTRATOR]  
[ADDRESS]  
[ADDRESS]

**15. If I do not exclude myself, can I sue Settling Defendants for the same thing later?**

No. Unless you exclude yourself, you give up the right to sue the Settling Defendants for any claims that are released by the Settlement Agreement. If you have a current lawsuit against the Settling Defendants, speak to your lawyer in that lawsuit immediately to determine whether you must exclude yourself from the Settlement Class to continue your own lawsuit against Settling Defendants.

**OBJECTING TO THE SETTLEMENT**

**16. How do I tell the Court that I do not like the Settlement?**

If you are a Class Member and have not excluded yourself from the Settlement, you can object to the Settlement if you do not like part or all of it. The Court will consider your views.

**Questions? Visit [settlement website] or call toll-free at [settlement phone no.]**



To object, you must send a letter or other written statement saying that you object to the Settlement in *In re: Blue Cross Blue Shield Antitrust Litigation* and the reasons why you object to the Settlement. This letter must include:

- The name of the Action – *In re: Blue Cross Blue Shield Antitrust Litigation*;
- Description of your objections, including any applicable legal authority and any supporting evidence you wish the Court to consider;
- Your full name, address, email address, and telephone number;
- The NPIs and/or TINs you used when submitting claims to the Blues for reimbursement (this information may be redacted in your submission to the Court);
- Whether the objection applies only to you, a specific subset of the Settlement Class, or the Settlement Class as a whole;
- The identity of all counsel who represent you, including former or current counsel who may be entitled to compensation for any reason related to the objection, along with a statement of the number of times in which that counsel has objected to a class action within five years preceding the submission of the objection, the caption of the case for each prior objection, and a copy of any relevant orders addressing the objection;
- Any agreements that relate to the objection or the process of objecting between you, your counsel, and/or any other person or entity;
- Your (and your attorney's) signature on the written objection;
- A statement indicating whether you intend to appear at the Final Fairness Hearing (either personally or through counsel); and
- A declaration under penalty of perjury that the information provided is true and correct.

Do not send your written objection to the Court or the judge. Instead, mail the objection to the Settlement Notice Administrator with copies to Co-Lead Counsel and Counsel for Settling Defendants at the addresses listed below.

Your objection must be postmarked by **Month x, 202x**.

**Questions? Visit [settlement website] or call toll-free at [settlement phone no.]**

<b>Settlement Notice Administrator:</b> <b>SETTLEMENT NAME]</b> <b>[SETTLEMENT NOTICE ADMINISTRATOR]</b> <b>[ADDRESS]</b> <b>[ADDRESS]</b>	<b>Plaintiffs' Co-Lead Counsel:</b> Edith M. Kallas Joe R. Whatley, Jr. WHATLEY KALLAS, LLP P.O. Box 10968 Birmingham, AL 35202-0968	<b>Counsel for Settling Defendants</b>  xxx CRAVATH SWAINE & MOORE, LLP x x (xxx) xxx-xxxx
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#### 17. What is the difference between excluding myself and objecting?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you do not exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class or the lawsuit as outlined in Question 14. If you exclude yourself, you are no longer a member of the Settlement Class and you do not have a right to share in the Settlement's proceeds or to object because the Settlement no longer affects you.

### THE LAWYERS REPRESENTING YOU

#### 18. Do I have a lawyer in this case?

The Court has appointed Edith M. Kallas, and Joe R. Whatley, Jr. of Whatley Kallas, LLP as Co-Lead Counsel on behalf of the Plaintiffs and Class Members. Their contact information is provided above in Question 16.

You do not need to hire a lawyer because Co-Lead Counsel is working on your behalf.

If you wish to pursue your own lawsuit separate from this one, or if you exclude yourself from the Settlement Class, these lawyers will no longer represent you. You will need to hire a lawyer if you wish to pursue your own lawsuit against Settling Defendants.

#### 19. How will the lawyers be paid?

Settlement Class Counsel may submit an application(s) to the Court ("Fee and Expense Application") for (a) an award of attorneys' fees up to 25% of the \$2.8 billion fund and (b) reimbursement of expenses and costs incurred in pursuing this litigation of approximately \$100 million. You will not have to pay any fees or costs.

### THE COURT'S FAIRNESS HEARING

#### 20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. The Court will hold a Fairness Hearing at

**Questions? Visit [settlement website] or call toll-free at [settlement phone no.]**

**x:xx a.m. on Month x, 202x**, at the United States District Court for the Northern District of Alabama, Hugo L. Black United States Courthouse, 1729 5th Avenue North, Birmingham, Alabama 35203, in **Courtroom x**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider whether to approve attorneys' fees and expenses and service awards for class representatives. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

**21. Do I have to come to the hearing?**

No. Co-Lead Counsel will attend the hearing and answer any questions the Court may have. However, you are welcome to come at your own expense. If you send an objection, you do not have to come to the hearing to talk about it. If you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**22. May I speak at the hearing?**

If you want to speak at the Fairness Hearing, you must send a letter saying that it is your "Notice of Intention to Appear in *In re: Blue Cross Blue Shield Antitrust Litigation*." Include the following information:

- Your name, including (and business name, if applicable)
- Current mailing address
- Telephone number, and
- Signature.

Your Notice of Intention to Appear must be postmarked by **Month x, 202x**, and it must be sent to:

- Clerk of Court, United States District Court for the Northern District of Alabama, Hugo L. Black United States Courthouse, 1729 5th Avenue North, Birmingham, Alabama 35203.
- Co-Lead Counsel and Defense Counsel (see addresses in in Question 16).

You cannot ask to speak at the hearing if you excluded yourself from the Settlement.

**Questions? Visit [settlement website] or call toll-free at [settlement phone no.]**

## GETTING MORE INFORMATION

### **23. How do I get more information about the Settlement?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can find a copy of the Settlement Agreement, other important documents, and information about the current status of the case by visiting [Settlement Website]. You may contact the Settlement Notice Administrator at [CA Email Address] or toll-free at [CA Phone No.]. You may also contact Co-Lead Counsel at the address, phone number, and email address provided in Question 16.

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**

**Questions? Visit [settlement website] or call toll-free at [settlement phone no.]**